

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>ROSALIND FRANKLIN UNIVERSITY OF MEDICINE AND SCIENCE,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No.</b>
	)	
<b>NUVISION NETWORKS, CORP.</b>	)	
	)	
<b>Defendant.</b>	)	<b>JURY TRIAL DEMANDED</b>
	)	
	)	

**COMPLAINT**

Plaintiff, the Rosalind Franklin University of Medicine and Science (the “University”),  
for its Complaint against NuVision Networks, Corp. (“NuVision”), states as follows:

**PARTIES**

1. The University is a not-for-profit private educational Illinois corporation dedicated to medical and health-related sciences, education and research with its principle place of business in Chicago, Illinois.

2. NuVision is a California corporation with its principle place of business in Napa, California. NuVision is in the business of providing campus card operations and systems for higher education institutions.

**JURISDICTION AND VENUE**

3. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a). The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States, as the University is a citizen of Illinois and NuVision is a citizen of California.

4. This Court has personal jurisdiction over NuVision, and venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) and (c) because NuVision is doing business within this judicial district and the events giving rise to the claim alleged herein occurred and continue to occur within this judicial district.

**NATURE OF ACTION**  
**(Breach of Contract)**

5. On or about December 3, 2009, the University entered into a Master Licensing Agreement (the “Agreement”) with NuVision, pursuant to which NuVision agreed to grant the University a license in certain software and to provide specified hardware (the “Product”), along with installation and maintenance services, in consideration for payment by the University of a basic fee in the amount of One Hundred Eighty Four Thousand Seventy-Six Dollars (\$184,076.00). A true and correct copy of the Agreement is attached hereto as Exhibit A.

6. The Product included CampusONE Suite software and POS and reader software which, among other things was to be used to facilitate, monitor and record the cardholder’s dining transactions in the University’s dining halls.

7. Shortly after NuVision delivered and installed the Product, the University became aware that the Product was not accurately capturing and recording transactions, resulting in discrepancies in the tens of thousands of dollars between the value of the actual transactions performed and those recorded and reported by the Product.

8. The University immediately notified NuVision of the non-conformities with the Product.

9. NuVision attempted to identify and resolve the problem but despite the University’s repeated requests to NuVision to fix the problem over a four month period, NuVision was unable to correct the defect with its Product.

10. NuVision breached the Agreement by failing to provide a Product that functioned properly in conformance with the specifications of the Agreement.

11. As a result of NuVision's breach of the Agreement, the University has been damaged in an amount to be determined at trial, but in no event less than One Hundred Eighty Four Thousand Seventy-Six Dollars (\$184,076.00).

12. Pursuant to Section 4 of the Agreement, the University is entitled to rescind the Agreement and recover the full contract price.

13. Additionally, pursuant to Section 9 of the Agreement, the University is entitled to recover all losses, damages, and expenses, including attorneys' fees and expenses, resulting from NuVision's breach.

14. The University performed all of its obligations under the Agreement.

**WHEREFORE**, Plaintiff, Rosalind Franklin University of Medicine and Science, requests that this Court enter an Order rescinding the Agreement and enter judgment in its favor and against Defendant, NuVision Networks, Corp., in an amount in excess of One Hundred Eighty Four Thousand Seventy-Six Dollars (\$184,076.00), the exact amount to be determined at trial, plus interest, costs, attorneys' fees, and such other relief as this Court deems fair and just.

Dated: December 7, 2010

Respectfully submitted,  
**ROSALIND FRANKLIN UNIVERSITY  
OF MEDICINE AND SCIENCE**

By: s./William M. McErlean  
One of its Attorneys

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